

Terms of Use for Services and Content for Quentic

A. General information

Quentic GmbH, represented by its managing directors, Schreiberhauer Str. 30, 10317 Berlin (hereinafter referred to as "Quentic"), has developed the modular software "**Quentic**", in the following "Software". This Software and the relating mobile App, which is protected by copyright in favour of Quentic, is a web-based enterprise software, in particular for the different areas of responsibility of health, safety, environment and sustainability.

Quentic provides various types of services for the Customer to support the handling with the Software. This includes consulting services, training services, as well as the provision of various content for Software.

The following Terms of Use apply to the use of the Software Quentic as a SaaS solution, which is offered exclusively to corporate Customers. Private individuals cannot register to use the Software as a SaaS solution.

1. General Definitions

- 1.1** "Licensed Software": The provision of the Software as a SaaS Solution, consisting of the program modules and user licenses listed in the Offer.
- 1.2** "Offer": A summary of the services offered by Quentic taking into account the requests and requirements stated by the Customer. Quentic shall be bound to the offer only until the date mentioned in the offer ("closing date"). The Offer refers to the legal Documents that shall be applicable under "www.Quentic.com/legal".
- 1.3** "Order": Agreement of the Customer to the offer until the closing date by returning the signed offer or placing the order on his headed paper or otherwise accepting the offer with reference to it (in text form or in writing).
- 1.4** "Agreement": By accepting/signing the offer as stated in Section 1.3 the Customer expressly states his agreement with these Terms of Use, which can be viewed and downloaded in their current version at "www.Quentic.com/legal" and this user agreement will enter into force.

2. Subject of the Agreement / Service obligations of Quentic

- 2.1** The subject of the Agreement is the respective Service described in the offer. The scope of services does not include any legal advisory services and, insofar as the Customer does not explicitly agree otherwise, no work contract related services.
- 2.2** If services are carried out by a third party and in particular identified as such in the offer, the respective general terms and conditions of the third-party shall apply and become a contractual ingredient.

2.3 The Customer has to be aware of the fact that content provided by Quentic has solely a help function without any legal validity at any time and is not exhaustive. In particular, the Customer himself is responsible for complying with the regulations of occupational health and safety and other regulations. The Customer will inform the users of the content about this fact.

2.4 Quentic grants the Customer a permanent, non-exclusive, non-transferable, non-sublicensable right to use the Content for the intended purpose. The Customer will not misuse or make use of the provided content. The contents can be changed or adapted for the purpose of the Customer related to the company use. Modified content should be marked as such with a hint.

2.5 Updates and Review of the content are provided by Quentic on a regular basis, but without any Customer's claim, unless the Customer has expressly agreed otherwise.

2.6 All services are provided individually according to the specific offer to the Customer. The details of maintenance, premises, travel time, travel expenses etc. will be agreed with the Customer in the respective offer.

2.7 The contents are provided by Quentic either directly in the Licensed Software or made available to the Customer as a zip file. The form in which the delivery takes place is at the discretion of Quentic and is usually shown in the respective Offer in the Offer items.

3. Remuneration

3.1 The remuneration is governed by the Offer.

3.2 Unless otherwise agreed, the ongoing fees are payable annually in advance and without deduction within 14 days after receipt of the invoice. Unless otherwise agreed or settled in the offer. Service quotas without a certain performance time will be charged no later than the end of a calendar year, irrespective of the demand. Undemanded, already paid services are available to the Customer as an indefinite period of time.

3.3 The smallest invoicing unit for service days is one day (= 8 hours). If the Customer has actually used less than 8 hours within one month, at least 1 day will still be charged rounded up. The hours actually not called/unused, but invoiced and paid for are available to the Customer as an unlimited call-off contingent.

3.4 Payment is only possible by bank transfer. Especially payment by check is not accepted. Quentic is not obliged to accept other Payments without any special written agreement and does not accept them at any time - even not implicitly.

3.5 All listed fees and prices are exclusive of the legally applicable VAT which shall be provided separately in the invoice in addition to the remuneration.

3.6 If the Customer is in arrears with the payment of the fee in a considerable amount for a period that extends over more than 60 days, Quentic is entitled to terminate the Agreement without notice and to require compensation for damages in the form of immediately payable lump sum amounting to three (3) monthly lump-sum payments for the regular provision of the Licensed Software.

3.7 The Customer may only present, offset or assert a right of retention regarding claims which are legally established final and absolute or which are undisputed, or such claims which are in a synallagmatic relationship with the principal claim.

4. Third party property rights

4.1 If claims are brought against the Customer for violations of intellectual property rights and copyrights of third parties as a result of the contractual use of the services provided by Quentic, without any fault of Quentic, Quentic has the right to refuse the services affected thereby or to prohibit the Customer from further exploitation. Quentic will inform the Customer without delay about this. Any other claims or rights of the Customer on commercial rates or pro rata refunds shall remain unaffected.

4.2 If claims are brought against the Customer for violations of intellectual property rights and copyrights of third parties as a result of the contractual use of the services provided by Quentic, Quentic shall exempt the Customer from these claims under the following conditions:

- (a) the Customer notifies Quentic immediately in writing as soon as the former becomes aware of the claims made against it, and
- (b) the Customer grants Quentic control of all defensive measures and settlement negotiations. In particular, the Customer shall not provide any judicial or extrajudicial recognition regarding claims of third parties, and
- (c) the Customer supports Quentic in defending or settling the claims in an appropriate manner.

4.3 Regarding the obligation to indemnification pursuant to Section above, Quentic is obliged to pay damages to the Customer for the infringement of intellectual property rights of third parties only if Quentic has been responsible for the infringement.

4.4 The rights of the Customer pursuant to this Section 4 do not apply if the infringement of property rights of third parties results because the Customer

- (a) has conducted a change to the contractual services which has not been approved in writing by Quentic under this Agreement or otherwise in writing, or
- (b) uses the contractual services in a way other than for the purposes of this Agreement, or

- (c) combines them with hardware or third party software that does not conform to the requirements specified in this Agreement or to which reference has been made.

5. Liability for defects

5.1 If the service is not provided in accordance with the contract or is deficient, and Quentic is responsible for this, the service will be provided without any additional costs to the Customer within a reasonable period of time. A prerequisite is a complaint by the Customer that has to be made immediately, at the latest within 2 weeks after knowledge. If the contractual performance of the service for reasons beyond the scope of Quentic is also within a reasonable second period of time expressly set by the Customer not possible, the Customer is entitled to terminate without notice. In this case, Quentic shall be entitled to remuneration for the services provided up to the date of termination of the contract. The remuneration is void only for those services for which the Customer proves within four weeks of the cancellation that he is not able to use them.

5.2 Further claims of the Customer due to qualitative performance disturbances are excluded. This exclusion does not apply in cases of intent or gross negligence, as well as in the case of injury to life, body or health. Liability is also governed by section 6.

6. Liability

Quentic is liable, for whatever legal reason, conclusively as follows:

- 6.1** The contractual parties shall be liable without limitation for intent (“Vorsatz”) and gross negligence (“grobe Fahrlässigkeit”).
- 6.2** Quentic is liable for slight negligence (“einfache Fahrlässigkeit”) only in the case of a breach of an essential contractual obligation (“Kardinalpflicht”), as well as for damages resulting from injury to life, body or health. In case of a slight negligent breach of cardinal obligations, the liability is limited to the contractually typical, foreseeable damage, but not exceeding the contract value according to the offer for each loss event.
- 6.3** Quentic is not liable for lack of economic success, lost profits, indirect damages, consequential damages or claims by third parties, with the exception of claims arising from an infringement of intellectual property rights of third parties in accordance with Section 4.
- 6.4** The limitations of liability pursuant to the above sections apply, mutatis mutandis, in favour of the employees and agents of Quentic.
- 6.5** Any liability on the part of Quentic for issued guarantees which have to be expressly designated as such in order to be warranties in a legal sense, as well as for claims due to the German Product Liability Act (“Produkthaftungsgesetz”), remains unaffected.

6.6 If an event is cancelled because the minimum number of participants has not been reached, Quentic is entitled to cancel the event up to 14 days before the start of the event. There is no liability for any damages or expenses beyond the participation Fee. Quentic will offer the participants an alternative date in such cases. If this is not possible, the participation is not substituted and the participant is not obliged to pay the participation fee. If the event is cancelled due to force majeure, an alternative date will be offered if possible. Liability is excluded in such cases.

7. Data protection and Confidentiality

7.1 Both parties shall comply with the relevant applicable data protection regulations, in particular those which are in force in the European Union, and shall undertake to oblige their employees who are working in connection with the Agreement to maintain data confidentiality, provided that they are not already committed accordingly in a general fashion.

7.2 If the Customer collects, processes or uses personal data itself or through Quentic, the Customer will be responsible for ensuring that it is entitled to do so under the applicable regulations, in particular the data protection regulations, and shall exempt Quentic of any third party claims in the event of a breach.

7.3 The contractual parties shall use all documents, information and data that they receive for the execution of this Agreement and which are confidential or identified to them as confidential only for the execution of this Agreement and, if said documents, information and data are not public knowledge, the parties shall treat them as confidential business or trade secrets. Confidential Information shall include, but not be limited to, the following:

- (a) technical and non-technical information in any form, technical specifications, all source code, object code, screen displays, printed computer output, flowcharts, drawings or sketches, models, know-how, processes, algorithms, Software programs, databases, formulae in any form, and all notes, memoranda or recordings, or videographic, alphanumeric, audiophonic or telephonic data, regardless of who prepared such work or on which medium it is stored;
- (b) product and marketing plans, Customer lists, financial information or projections, business policies or practices, analyses, compilations, studies, regardless of the type of media on which it is stored;
- (c) quotes or any other commercial offers and pricing information exclusively prepared for Buyer and/or provided to Buyer by the Supplier; and
- (d) any extract, summary, report, analysis, material antecedent to the development of any of the aforementioned, and any derivative work thereof.

The contractual parties shall impose a suitable obligation upon their employees and involved third parties that are affected by this Agreement. These obligations shall remain in force even after the termination of this Agreement, for whatever reason, for a further two years after the expiry date.

8. Termination and Obstacles

8.1 If the service is commissioned at the earliest possible date or on a realization period (service period) of up to 3 months, a regular notice shall be excluded. Furthermore, the ordinary termination is excluded for a defined term of the contract up to 3 months. In the event of agreed performance periods more than 3 Months, each Contracting Party shall have the right to a regular notice of termination with a notice period of 4 weeks before the start of the service or during the service, as long as the period is longer than 3 months. Only unavoidable expenses, which Quentic has already provided in reliance on the contractual fulfillment and which can not be reversed, shall be settled by the Customer upon termination of the contract.

8.2 In the event of impossibility of the provision of services, the obligation to pay shall be determined in accordance with the statutory provisions. In particular, the Customer shall be obliged to pay compensation in accordance with §§ 615,616 BGB.

9. Final provisions

9.1 All agreements that involve a change, amendment or detailing of these Agreement terms, as well as any special assurances, guarantees and agreements, are to occur in writing, unless otherwise stipulated in this Agreement. This also applies to any waiver of this requirement for the written form. Guarantees shall only be qualified as legal guarantees if they are expressly designated as guarantees. If explanations, supplements, specifications, assurances and/or guarantees of representatives or agents of Quentic are stated, they are only binding if Quentic has given their written consent hereto.

9.2 In the event of any inconsistency between this Agreement and the Offer, the Offer shall be decisive.

9.3 The contractual parties may only transfer the rights and obligations under this Agreement with the prior written consent of the other party.

9.4 Any provisions opposing or deviating from these Terms of Use shall not be applicable unless expressly confirmed in writing by Quentic. These Terms of Use shall apply even if Quentic provides services without reservation in full knowledge of conditions of the Customer which are contradictory to or deviate from the terms stated herein.

9.5 Regarding all legal relations resulting from this contractual relationship, the contractual parties agree to apply the laws of the Federal Republic of Germany, with the exclusion of the CISG.

9.6 The exclusive place of jurisdiction for all disputes arising from and in connection with this Agreement is Berlin. However, Quentic is also entitled to sue at the location of the headquarters of the Customer.

9.7 The language of the Agreement is German. Translations into other languages only serve the purpose of understanding and are not legally binding.

9.8 If any provision of this Agreement is or becomes invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby. The contractual parties are obliged within reason to replace the invalid provision in good faith by another permissible provision with similar economic results, provided that this does not cause a significant change to the contents of the Agreement.